

DOWD, J.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

JOSEPH C. MCLELAND,

Plaintiff,

v.

DATA RELEASE DIVISION,

Defendant.

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CASE NO. 5:10-CV-2938

MEMORANDUM OPINION

Plaintiff Joseph C. McLeland, *pro se*, filed his complaint against Defendant Data Release Division on December 30, 2011, alleging breach of contract and fraud in the inducement. ECF No. 1. Plaintiff, a resident of Ohio, seeks an award of contractual and punitive damages plus attorney fees for a total of \$1,502,600.00. Defendant Data Release Division, an alleged New York resident, was duly served with summons and complaint, but failed to appear by counsel, plead or otherwise defend. ECF No. 3. McLeland's unopposed motion for default judgment against Data Release Division pursuant to Federal Rule of Civil Procedure 55(b)(2) was filed on March 1, 2011.¹ ECF No. 6. Defendant Data Release Division failed to respond to Plaintiff's motion for default judgment.

For good cause shown, the Court granted in part and denied in part, Plaintiff's motion for default judgment. ECF No. 8. The Court granted Plaintiff's motion for default judgment with

¹ On March 2, 2011, the clerk entered the default of Data Release Division pursuant to Fed.R.Civ.P. 55(a). ECF No. 7.

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respect to liability, but determined that in order to effectuate judgment, a hearing on the proper amount of damages owed was appropriate. The Court conducted the damages hearing on June 9, 2011, during which Plaintiff appeared but Defendant did not.

Discussion

Plaintiff's complaint centers on a letter that he received from Defendant purportedly notifying Plaintiff that he had won \$ 1.4 million. In order to receive his award, Plaintiff only had to return the certificate along with a payment of \$ 19.99. Plaintiff sent in the certificate and the required payment but never received the \$ 1.4 million. Plaintiff exchanged correspondence with Defendant as well as an attorney claiming to represent Defendant. *See* ECF No. 6 and attachments. Defendant returned Plaintiff's \$ 19.99, however, Plaintiff refused the reimbursement claiming that a contract existed between him and the Defendant and that he is entitled to the \$ 1.4 million award.

Plaintiff seeks damages pursuant to contract law of \$ 1.4 million and punitive damages for fraud of \$ 100,000.00 plus attorney fees. The Court determined during the damages hearing that Plaintiff's damages under the contract amount to \$ 1.4 million given that the Court previously entered default judgment against Defendant as to liability. The Court declined to grant an award of punitive damages for Plaintiff's fraud in the inducement claim given that the evidence is insufficient to support damages for that claim. The Court also declined to award attorney's fees in this matter.

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Conclusion

For the foregoing reasons and pursuant to the Court's Order granting Plaintiff default judgment as to liability, the Court awards Plaintiff Joseph C. McLeland \$ 1.4 million plus costs of \$ 350.00 as damages for his first cause of action (breach of contract) against Defendant Data Release Division. The Court declines to award punitive damages or attorney's fees.

The Clerk is directed to mail a copy of this Order to Plaintiff's and Defendant's address of record.²

IT IS SO ORDERED.

June 10, 2011
Date

s/ David D. Dowd, Jr.
David D. Dowd, Jr.
U.S. District Judge

² The Clerk is also directed to forward a copy of this Opinion to the Office of the Attorney General of New York for whatever investigative purposes it deems appropriate.